

EXHIBIT 56

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RIMINI STREET, INC. and SETH RAVIN

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

ORACLE USA, INC., a Colorado corporation;
ORACLE AMERICA, INC., a Delaware
corporation; and ORACLE INTERNATIONAL
CORPORATION, a California corporation,

Plaintiffs,

v.

RIMINI STREET, INC., a Nevada corporation;
SETH RAVIN, an individual,

Defendants.

Case No. 2:10-cv-0106-LRH-PAL

**DEFENDANT RIMINI STREET INC.'S
OBJECTIONS AND RESPONSE TO
PLAINTIFF ORACLE USA, INC.,
AMERICA, INC., AND ORACLE
INTERNATIONAL CORPORATION'S
EIGHTH SET OF
INTERROGATORIES**

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Rimini Street, Inc. ("Rimini Street") provides the following responses to Oracle USA, Inc., Oracle America, Inc., and Oracle International Corp.'s ("Oracle" or "Plaintiff") Eighth Set of Interrogatories.

GENERAL OBJECTIONS

Rimini Street incorporates its objections to Plaintiffs' previous sets of Interrogatories.

Rimini objects to Oracle's definition of "Admitted Backup Copy" as vague, ambiguous, overbroad, and incoherent, particularly for its inclusion of numerous other definitions by reference, which often overlap, conflict, or are confusing and incoherent when read together or by themselves.

Rimini further objects to Oracle's definition of "Admitted Virtual Machine Copy" to the extent it is vague, ambiguous, and incoherent, particularly for its inclusion of numerous other definitions by reference, which often overlap, conflict, or are confusing and incoherent when read together or by themselves.

Rimini objects to Oracle's definition of "Identified Rimini Computer System(s)" as overly broad and unduly burdensome to the extent it includes Rimini devices irrelevant to this matter as well as third party devices.

Rimini objects to Oracle's definition of "Installation Media" to the extent it is vague, ambiguous and overbroad. Particularly, Rimini objects to the term "similar item" as vague, ambiguous, and overbroad.

RESPONSES AND SPECIFIC OBJECTIONS

INTERROGATORY NO. 32:

For each Environment Identified in your responses to Interrogatories No. 20 and 21, Identify each admitted backup copy of the Environment that is or was present on identified Rimini computer system(s) or virtual machines.

ANSWER:

Rimini Street objects to this Interrogatory as overly broad and unduly burdensome as it seeks information relating to hundreds of separate environments. Rimini Street further objects to this Interrogatory to the extent it seeks information that is not maintained by Rimini in the ordinary course of its business or information that is not within the possession, custody, or control of Rimini Street. Rimini Street further objects to this interrogatory on the grounds that it would require Rimini

1 Street to create a compilation, abstract, or summary from documents that Rimini Street has produced
2 or will produce to Plaintiffs. Rimini further objects to this Interrogatory to the extent “admitted
3 backup copy” is vague, ambiguous, overbroad, and incoherent.

4 Subject to and without waiver of the foregoing general and specific objections, Rimini Street
5 responds as follows:

6 Rimini Street identifies Exhibits 1A-1, 1B-1, and 1C-1 to its Supplemental Responses to
7 Oracle’s Fifth Set of Interrogatories, served on September 8, 2011, which include each Environment
8 Identified in Rimini’s responses to Interrogatories No. 20 and 21. Specifically, Exhibit 1A-1 includes
9 information related to the PeopleSoft environments, while Exhibits 1B-1 and 1C-1 include
10 information related to the J.D. Edwards and Siebel environments, respectively. Environment copies
11 may be identified by examining these exhibits. For instance, Exhibit 1A-1 indicates the Build Source
12 for each listed environment in its third column. A first environment listed in Exhibit 1A-1 that has a
13 second environment listed as its “Build Source” in its third column, for example, indicates that the
14 first environment, at one point in time, included a copy of any environment contained on the second
15 environment at the time first environment was built using the second environment as its build source.

16 Rimini further responds that, pursuant to Federal Rule of Civil Procedure 33(d), Rimini has
17 produced and/or will produce documents from which the answer to this Interrogatory can be
18 ascertained. Specifically, Rimini has produced its logs of environment back up and logs reflecting
19 restoring of such environment backups. *See* RSI00910592 - RSI00910593.

20 Rimini further states that, after the initial creation of a virtual machine for a client, Rimini
21 Street’s policy is to create environment back-ups using vRanger software. These back-up copies are
22 maintained at Rimini’s Charlotte data center for disaster recovery purposes and are listed on the
23 document produced as RSI06802774.

24 **INTERROGATORY NO. 33:**

25 For each Environment identified in your responses to Interrogatories No. 20 and 21, identify
26 each admitted virtual machine copy of the Environment that is or was present on identified Rimini
27 computer system(s) or virtual machines.

1 **ANSWER:**

2 Rimini Street objects to this Interrogatory as overly broad and unduly burdensome as it seeks
3 information relating to hundreds of separate environments. Rimini Street further objects to this
4 Interrogatory to the extent it seeks information that is not maintained by Rimini in the ordinary
5 course of its business or information that is not within the possession, custody, or control of Rimini
6 Street. Rimini Street further objects to this interrogatory on the grounds that it would require Rimini
7 Street to create a compilation, abstract, or summary from documents that Rimini Street has produced
8 or will produce to Plaintiffs. Rimini further objects to this Interrogatory to the extent “admitted
9 backup copy” is vague, ambiguous, overbroad, and incoherent.

10 Subject to and without waiver of the foregoing general and specific objections, Rimini Street
11 responds as follows:

12 Rimini Street identifies Exhibits 1A-1, 1B-1, and 1C-1 to its Supplemental Responses to
13 Oracle’s Fifth Set of Interrogatories, served on September 8, 2011, which include each Environment
14 Identified in Rimini’s responses to Interrogatories No. 20 and 21. Specifically, Exhibit 1A-1 includes
15 information related to the PeopleSoft environments, while Exhibits 1B-1 and 1C-1 include
16 information related to the J.D. Edwards and Siebel environments, respectively. Environment copies
17 may be identified by examining these exhibits. For instance, Exhibit 1A-1 indicates the Build Source
18 for each listed environment in its third column. A first environment listed in Exhibit 1A-1 that has a
19 second environment listed as its “Build Source” in its third column, for example, indicates that the
20 first environment, at one point in time, included a copy of any environment contained on the second
21 environment at the time first environment was built using the second environment as its build source.

22 Rimini further responds that, pursuant to Federal Rule of Civil Procedure 33(d), Rimini has
23 produced and/or will produce documents from which the answer to this Interrogatory can be
24 ascertained. Specifically, Rimini has produced its logs of environment back up and logs reflecting
25 restoring of such environment backups. *See* RSI00910592 - RSI00910593.

26 Rimini further states that, after the initial creation of a virtual machine for a client, Rimini
27 Street’s policy is to create environment back-ups using vRanger software. These back-up copies are
28

1 maintained at Rimini's Charlotte data center for disaster recovery purposes and are listed on the
2 document produced as RSI06802774.

3 **INTERROGATORY NO. 34:**

4 For each Environment identified in your responses to Interrogatories No. 20 and 21, identify
5 each instance where a copy of the Environment was sent to any person who was not a Rimini Street
6 employee at the time that the copy was sent.

7 **ANSWER:**

8 Rimini Street objects to this interrogatory to the extent it seeks information that is not
9 maintained by Rimini in the ordinary course of its business or information that is not within the
10 possession, custody, or control of Rimini Street.

11 Subject to and without waiver of the foregoing general and specific objections, Rimini Street
12 responds that, having conducted a reasonable search and investigation, Rimini is not aware of any
13 instances where a Rimini Street employee sent a copy of an Environment to any person who was not
14 a Rimini Street employee at the time that the copy was sent.

15 **INTERROGATORY NO. 35:**

16 Identify all actions you have taken to create backups of Environments, virtual machines,
17 client archives, client archives in progress ("CAIP") and other software and support materials that
18 are or were present on identified Rimini computer system(s), including the frequency with which
19 you created backups, the locations where the backups were stored, your policies and procedures
20 relating to backups, and your use of Backup Exec, eXspress, esxRanger, NetBackup, Veeam and
21 vRanger.

22 **ANSWER:**

23 Rimini Street objects to this Interrogatory as overly broad and unduly burdensome in seeking
24 the identification of "all actions" and to the extent it seeks thousands of pieces of discrete
25 information relating to hundreds of separate environments, virtual machines, client archives, and
26 CAIPs. Rimini also objects to the term "backups" to the extent it is vague, ambiguous and
27 overbroad. Rimini Street further objects to this Interrogatory to the extent it seeks information that is
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1 not maintained by Rimini in the ordinary course of its business or information that is not within the
2 possession, custody, or control of Rimini Street. Rimini Street further objects to this interrogatory on
3 the grounds that it would require Rimini Street to create a compilation, abstract, or summary from
4 documents that Rimini Street has produced or will produce to Plaintiffs.

5 Subject to and without waiver of the foregoing general and specific objections, Rimini Street
6 responds as follows:

7 Rimini Street utilizes commercial software to create and maintain backups of its
8 Environments, virtual machines, client archives in progress (“CAIP”) and client archives. Rimini
9 Street principally uses Symantec Backup Exec to create and maintain its backups. Rimini Street also
10 uses vRanger, and used its predecessor esxRanger, to create backups of virtual machines, and Vision
11 Solutions Double-Take to replicate certain material to its Charlotte server.

12 Rimini Street’s backup infrastructure consists of two data centers located in Fremont, CA and
13 Charlotte, NC. Rimini Street’s standard backup schedule consists of nightly incremental and
14 differential backups starting at 5:00 PM Pacific Monday through Thursday, weekly full backups
15 starting at 5:00 PM Pacific on Friday and continues throughout the weekend, and monthly full
16 backups starting at 5:00 PM Pacific on the first weekend of each month. The daily, weekly, and
17 monthly backups are retained for one week, three weeks, and 30 years respectively.

18 The environments that reside in Fremont are, once initially created, backed-up, at least
19 partially, using Symantec Backup Exec. In particular, the PS_home and database components are
20 backed-up. The partial environment backups are written to tape, and consist of a daily differential,
21 weekly full, and monthly full backup. Rimini Street’s backup schedule for these environments
22 deviates from the standard schedule to the extent that the weekly full backups are performed at 7:00
23 PM every weekend.

24 In addition, the environments are replicated to Charlotte, NC for disaster recovery purposes,
25 as set forth in Rimini’s responses to Oracle’s Interrogatories Nos. 32 and 33.

26 The CAIPs that reside on the Fremont server are backed-up using Symantec Backup Exec.
27 The CAIP backups are written to tape, and consist of a daily differential and weekly full backup.
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1 The client archives that reside on the Fremont server, when initially completed, are fully
2 backed up to tape using Symantec Backup Exec. These backup tapes are then shipped and restored
3 to a server in Charlotte.

4 **INTERROGATORY NO. 36:**

5 Identify all actions you took in March 2009 and April 2009, including any use of automated
6 download tools, to acquire software and support materials for, or on behalf of, Erdman Company or
7 First Service Networks.

8 **ANSWER:**

9 Rimini Street objects to this Interrogatory as overly broad and unduly burdensome in seeking
10 the identification of “all actions.” Rimini also objects to the term “actions” to the extent it is vague,
11 ambiguous and overbroad. Rimini Street further objects to this Interrogatory to the extent it seeks
12 information that is not maintained by Rimini in the ordinary course of its business or information
13 that is not within the possession, custody, or control of Rimini Street. Rimini Street further objects to
14 this interrogatory on the grounds that it would require Rimini Street to create a compilation, abstract,
15 or summary from documents that Rimini Street has produced or will produce to Plaintiffs.

16 Subject to and without waiver of the foregoing general and specific objections, Rimini Street
17 responds as follows:

18 Using Customer Support Identifiers supplied by Erdman Company, Rimini Street registered
19 to receive login credentials on Oracle’s support website. Between April 13 and 19, 2009, Rimini
20 Street, using login credentials supplied to Rimini Street by Oracle, accessed Oracle maintained
21 website for the purpose of manually downloading Oracle software and support material on behalf of
22 Erdman Company. These downloads consisted of Siebel patches and documentation Erdman
23 Company was entitled to receive under the terms of their maintenance service agreements with
24 Oracle, which expired on April 30, 2009.

25 On April 21, 2009, on behalf of Erdman Company, Rimini Street submitted service request
26 SR#3-886730631 to Oracle for physical copies of Erdman’s licensed Oracle software and support
27 material. The request was specifically made for CD media of, “all application software,
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1 documentation, maintenance packs, and third party products” for Siebel 7.5.3, Siebel 7.5.3.15, Siebel
2 7.7, Siebel 7.7.2, Siebel 7.8.2, Siebel 8.0, and Siebel 8.1. Between April 21 and 29, 2009, Oracle
3 shipped to Rimini Street’s address physical copies of Siebel software and support material for Siebel
4 7.8.2, Siebel 8.0, Siebel 8.1.1.0, Siebel 7.5.3, Siebel 7.5.3.15, Siebel 7.7, Siebel 7.7.2, and Siebel
5 7.5.2.

6 On March 12, 2009, Rimini Street requested and received Customer Support Identifiers from
7 First Service Networks. Subsequently, on behalf of First Service Networks, Rimini Street submitted
8 service request SR#3-886730631 to Oracle for physical copies of First Service Network’s licensed
9 Siebel software and support material. In response to Rimini Street’s request, Oracle made available
10 via FTP at <ftp://ftp.oracle.com/support/outgoing/SR-14240315> licensed Siebel software and support
11 material that was no longer available as physical media. In addition to the software and support
12 material made available to Rimini Street via FTP, between March 31 and April 7, 2009, Oracle
13 shipped to Rimini Street’s address physical media copies of Siebel software and support material for
14 Siebel 7.5.2, Siebel 7.5.3, Siebel 7.8, Siebel 7.8.2, Siebel 8.0, and Siebel 8.1.1.

15 On or around March 18, 2009, on behalf of First Service Networks, Rimini Street submitted a
16 service request to Oracle for copies of First Service Networks’ licensed JD Edwards software and
17 support material. Between April 1 and 17, 2009, in response to Rimini Street’s request, Oracle
18 shipped to Rimini Street’s address physical copies of JD Edwards software and support material for
19 JD Edwards EnterpriseOne 8.11, JD Edwards EnterpriseOne 8.12, JD Edwards EnterpriseOne 8.96,
20 JD Edwards EnterpriseOne 8.97, JD Edwards EnterpriseOne 9.0, JD Edwards OneWorld B73.3.2,
21 JD Edwards OneWorld Xe B73.3.3.

22 Utilizing Change Assistant, between April 7 and 22, 2009, Rimini Street, on behalf of First
23 Service Network, downloaded JD Edwards software and support material that First Service Network
24 was entitled to under the terms of their maintenance agreements with Oracle, which expired on April
25 30, 2009. During the same time period Rimini Street used manual download methods to download
26 JD Edwards documentation that First Service Network was entitled to under the terms of their
27 maintenance agreements with Oracle.

INTERROGATORY NO. 37:

Identify all facts that support the assertion in your Eighth Affirmative Defense that “Plaintiffs’ claims are barred in whole or in part by the applicable statutes of limitations.”

ANSWER:

Rimini Street objects to this Interrogatory as overly broad and unduly burdensome in seeking the identification of “all facts.” Rimini Street objects to this Interrogatory as premature to the extent that it seeks expert opinion prior to the time for production of this information. Rimini Street objects to providing a verification of the response to Interrogatory No. 16 on the grounds and to the extent that the response requires legal conclusions.

Subject to and without waiver of the foregoing general and specific objections, Rimini Street responds as follows:

Since shortly after Rimini Street’s inception, Oracle has been aware of Rimini Street and its activities. Oracle has sent numerous letters over the years, and Rimini Street responded to each Oracle letter and repeatedly offered to meet and discuss any questions or concerns Oracle might have about Rimini Street’s processes and procedures. Oracle has long been aware of Rimini Street’s processes and procedures. Oracle is aware of Rimini Street’s authorized possession and usage of customer licensed software because Oracle itself delivered the software to Rimini Street for hundreds of its customers. Rimini Street has made numerous offers to Oracle since September 2005 to openly and transparently review and discuss Rimini Street processes and procedures.

For instance, Siebel sent a letter to Rimini on September 26, 2005 indicating that it knew of Rimini’s activities, and Rimini replied by letter of October 5, 2005 discussing its access to Siebel’s systems, its provision of support services and updates, and its competitive status with Siebel. Similarly, in June 2007, Rimini Street wrote Oracle stating that Rimini Street believed Oracle’s actions were anti-competitive and constituted a breach of its license agreements with its clients.

1 Rimini Street has also informed Oracle that, as a matter of process and procedure, Rimini
2 Street's clients are only delivered the Oracle Software and Support Materials to which they are
3 legally entitled.

4 Oracle itself directly mailed or made available to Rimini Street through authorized
5 downloads, as an authorized agent of Oracle's licensees, copies of the clients' licensed Oracle
6 software. Oracle and Rimini Street personnel worked closely together over the years in the software
7 order-to-ship process for hundreds of clients. Oracle thus had knowledge that Rimini Street was in
8 possession of such software and support materials.

9 Oracle had or should have had knowledge that Rimini was in business and competing with
10 Oracle, that it was accessing and downloading materials from Oracle's systems on behalf of its
11 clients, that it was receiving delivery of Oracle software, and that it was providing software support
12 services, including updates and patches. Oracle has produced thousands of documents evidencing its
13 knowledge of Rimini Street and its activities prior to the critical dates for the applicable statutes of
14 limitations.

15 Rimini also identifies Oracle's Complaint, Dkt. 1, filed January 25, 2010, correspondence
16 between itself and Oracle prior to January 25, 2008, correspondence between Oracle and Rimini
17 clients prior to January 25, 2008, and documents evidencing Oracle's knowledge of acts that
18 occurred prior to January 25, 2008, January 25, 2007, and January 25, 2006.

19 Rimini further responses as follows:

20 Oracle's First Claim for Relief is barred under 17 U.S.C. § 507(b) with respect to acts that
21 occurred prior to January 25, 2007.

22 Oracle's Second Claim for Relief is barred under 18 U.S.C. § 1030(g) with respect to acts
23 that occurred and for which damage was discovered prior to January 25, 2008.

24 Oracle's Third Claim for Relief is barred under Cal. Pen. Code § 502(e)(5) with respect to
25 acts that occurred and for which damage was discovered prior to January 25, 2007.

26 Oracle's Fourth Claim for Relief is barred under Nevada Rev. Stat. 11.190(4)(b) with respect
27 to acts that occurred prior to January 25, 2008, alternatively under Nevada Rev. Stat. 11.190(3)(a)

1 with respect to acts that occurred prior to January 25, 2007, and alternatively under Nevada Rev.
2 Stat. 11.220 with respect to acts that occurred prior to January 25, 2006.

3 Oracle's Fifth Claim for Relief is barred under Cal. Civ. Proc § 337(1) with respect to acts
4 that occurred prior to January 25, 2006.

5 Oracle's Sixth Claim for Relief is barred under Nevada Rev. Stat. 11.190(3)(c) with respect
6 to acts that occurred prior to January 25, 2007, under Cal. Civ. Proc § 339(1) with respect to acts that
7 occurred prior to January 25, 2008, and alternatively under Nevada Rev. Stat. 11.190(2)(c) with
8 respect to acts that occurred prior to January 25, 2006.

9 Oracle's Seventh Claim for Relief is barred under Nevada Rev. Stat. 11.190(2)(c) with
10 respect to acts that occurred prior to January 25, 2006, and under Cal. Civ. Proc § 339(1) with
11 respect to acts that occurred prior to January 25, 2008.

12 Oracle's Eighth Claim for Relief is barred under Cal. Bus. & Prof. Code § 17208 with
13 respect to acts that occurred prior to January 25, 2006.

14 Oracle's Ninth Claim for Relief is barred under Nevada Rev. Stat. 11.190(3)(c) with respect
15 to acts that occurred prior to January 25, 2007, and under Cal. Civ. Proc § 338(c)(1) with respect to
16 acts that occurred prior to January 25, 2007.

17 Oracle's Tenth Claim for Relief is barred under Nevada Rev. Stat. 11.190(2)(c) with respect
18 to acts that occurred prior to January 25, 2006, under Cal. Civ. Proc § 338(d) with respect to acts that
19 occurred prior to January 25, 2007, and alternatively under Cal. Civ. Proc § 339(1) with respect to
20 acts that occurred prior to January 25, 2008.

21 Oracle's Eleventh Claim for Relief is barred under Cal. Bus. & Prof. Code § 17208 with
22 respect to acts that occurred prior to January 25, 2006.

23 Oracle's Twelfth Claim for Relief is barred under Nevada Rev. Stat. 11.190(3)(d) with
24 respect to acts that occurred prior to January 25, 2007, and under Cal. Civ. Proc § 338(d) with
25 respect to acts that occurred prior to January 25, 2007.

INTERROGATORY NO. 38:

State all bases for your contention that Rimini's business is legal including: your assertion, in paragraph 2 on page 2 of your Answer and Counterclaim that it is "false" to assert that Rimini's business is an "illegal business model"; your assertion in paragraph 3 on page 2 of your Answer and Counterclaim that "Rimini Street's business processes and procedures are entirely legal"; and your assertion in paragraph 49 on page 11 of your Answer and Counterclaim that "Rimini Street's business practices are not illegal."

ANSWER:

Rimini Street objects to this Interrogatory as overly broad and unduly burdensome in seeking the identification of "all bases." Rimini Street objects to this Interrogatory as premature to the extent that it seeks expert opinion prior to the time for production of this information. Rimini Street objects to providing a verification of the response to Interrogatory No. 16 on the grounds and to the extent that the response requires legal conclusions. Rimini further objects to the terms "business model" and "business practices" as vague and ambiguous.

Subject to and without waiver of the foregoing general and specific objections, Rimini Street responds as follows:

Rimini refers to its Answer to Oracle's Second Amended Complaint, including its answers to Oracle's First through Twelfth claim for relief, pp. 20-25, and its First through Eighteenth Affirmative Defenses, pp. 25-28. Rimini also refers to its previous Interrogatory Responses, including its responses to Oracle's Interrogatories Nos. 7, 15, 16, 29, 30, and 31.

INTERROGATORY NO. 39:

Identify each occasion on which you offered or provided discounted or free support services, or other consideration, to a Rimini customer in exchange for, at least in part, customer references, including the name of the customer, the nature of the consideration, and the date(s) on which Rimini's offer of or provision of consideration occurred.

1 **ANSWER:**

2 Rimini objects to the term “other consideration” to the extent it is vague, ambiguous
3 and overbroad. Subject to and without waiver of the foregoing general and specific objections,
4 Rimini Street responds as follows:

5 Cowlitz County, Washington’s Support Services Agreement for PeopleSoft Products,
6 dated August 19, 2008, provided an incentive wherein it received support services for three years for
7 \$100 per year in exchange for providing references for potential customers. This incentive recently
8 expired, and Rimini has negotiated a new support renewal agreement with Cowlitz County.

9 While negotiations with other potential customers have occasionally involved
10 possible discounts in exchange for providing references, such discussions rarely result in actual
11 discounts to support services attributable to customer references. However, Weyerhaeuser received
12 an approximately 10% discount in the Spring of 2011 in exchange for locking into a longer term
13 agreement and for agreeing to take reference calls. In addition, City of Flint received a \$500 dollar
14 discount July of 2008 in light of several considerations, including the City’s agreement to take
15 reference calls.

16 **INTERROGATORY NO. 40:**

17 If your response to Plaintiff’s Second Set of Requests for Admission, No. 19, is to
18 deny the Request in whole or in part, state all bases for your denial as to each Environment.

19 **ANSWER:**

20 Subject to and without waiver of the general and objections and Rimini’s objections
21 to Plaintiff’s Second Set of Requests for Admission, No. 19, Rimini states that it has admitted the
22 substance of Requests for Admission No. 19 and, therefore, no further response is required.
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Dated: November 16, 2011

/s/ Robert H. Reckers

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing was served on the 16th of November, 2011 via email, as indicated below.

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By: /s/ Robert H. Reckers
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